



## Novation and Tender of Payment

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## Section 1: Definitions

### **Payment:**

The fulfillment of a promise, or the performance of an agreement. -Black's Law 4th Edition

### **Tender:**

1. The offer of performance, not performance itself, and, when unjustifiably refused, places other party in default and permits party making tender to exercise remedies for breach of contract. -Black's Law 4th Edition

2. An offer of money; the act by which one produces and offers to a person holding a claim or demand against him the amount of money which he considers and admits to be due, in satisfaction of such claim or demand, without any stipulation or condition. -Black's Law 4th Edition

### **Check:**

The Federal Reserve Board defines a check as "a draft or order upon a bank or banking house purporting to be drawn upon a deposit of funds for the payment at all events of a certain sum of money to a certain person therein named or to him or his order or to bearer and payable instantly on demand." It must contain the phrase "pay to the order of." - Black's Law 5th Edition

### **US dollars:**

United States coins and currency (including Federal reserve notes and circulating notes of Federal reserve banks and national banks) are legal tender for all debts, public charges, taxes, and dues. Foreign gold or silver coins are not legal tender for debts. - 31 USC 5103

### **Novation:**

The substitution of a new debt or obligation for an existing one. -Black's Law 4th Edition

### **Consideration:**

1. Consideration is not to be confounded with motive. Consideration means something which is of value in the eye of the law, moving from the plaintiff, either of benefit to the plaintiff or of detriment to the defendant. -Black's Law 4th Edition

2. Nothing is consideration that is not regarded as such by both parties. Schlecht v. Schlecht, 168 Minn. 168, 209 N.W. 883, 887

### **UCC 3-103 definitions of "order" and "promise":**

(8) "Order" means a written instruction to pay money signed by the person giving the instruction. The instruction may be addressed to any person, including the person giving the instruction, or to one or more persons jointly or in the alternative but not in succession. An authorization to pay is not an order unless the person authorized to pay is also instructed to pay.

(12) "Promise" means a written undertaking to pay money signed by the person undertaking to pay. An acknowledgment of an obligation by the obligor is not a promise unless the obligor also undertakes to pay the obligation.

## Section 2: Information and Explicit Orders

**(by legal definition, this is a check for US dollars)**

RE: Negotiation of the promissory notes in loan numbers: #179101622 and #179101623. I will attach a copy of one of the notes just in case you need it to locate his files.

My client, Henrik Hauschmidt, signed the promissory notes in above loan numbers. These notes are all valuable negotiable instruments as per UCC 3-104. They are also collateral securities pursuant to 12 USC 412.

My client has been failing to perform properly on these accounts and he has hired me to help him handle these accounts. My client has been failing to write proper indorsements on both the original securities as well as any subsequent bills of exchange.

I have attached a Limited Power of Attorney that outlines how my client has canceled all previous POAs and they have also been trained on how to do a special indorsement, in accordance with UCC 3-205, and also a restrictive indorsement pursuant to UCC 3-206.

My client was not aware that he was doing a blank indorsement on all previous bills of exchange and the loan promissory notes. My client rescinds ALL previous negotiation of all instruments on these accounts in accordance with UCC 3-306.

AgTexas Farm Credit Services failed to disclose to my client that all the transactions on this credit account were manufacturing valuable promissory notes (collateral securities) that are then exchanged with the Federal Reserve via the Federal Reserve Window pursuant to the Federal Reserve Act, Section 16, part 2 (also found at 12 USC 412).

UCC 3-305 states (I will bold the section in play in these orders):

“(a) Except as otherwise provided in this section, the right to enforce the obligation of a party to pay an instrument is subject to the following:

(1) a defense of the obligor based on (i) infancy of the obligor to the extent it is a defense to a simple contract, (ii) duress, lack of legal capacity, or illegality of the transaction which, under other law, nullifies the obligation of the obligor, (iii) **fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms**, or (iv) discharge of the obligor in insolvency proceedings;”

In pursuance of UCC 1-304, it is clear that we all need to operate in good faith: “Every contract or duty within the Uniform Commercial Code imposes an obligation of good faith in its performance and enforcement.”

UCC 2-103 defines “good faith” as: “means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade.”

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My client has, unknowingly, been releasing these valuable collateral securities using a blank indorsement.

Due to a breach of fiduciary duties by AgTexas Farm Credit Services (failure to assist my client to understand what they were supposed to do with the bills of exchange and notes), all previous indorsements on behalf of my client are hereby canceled and there is a special/restrictive indorsement that is explicitly explained in the Limited Power of Attorneys. The new special indorsement for all past, present and future securities is now the following:

WITHOUT RE COURSE  
Pay to the Order of:  
HENRIK HAUSCHILDT  
By: /s/ Henrik Hauschmidt/agent  
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Henrik Hauschmidt/agent

All previous “payments” (failures to perform by sending in extraneous Federal Reserve Notes and failing to claim the manufactured collateral securities on the account) are hereby considered overpayments now due to my client now officially claiming all previous securities manufactured on this account.

I hereby request that all previous overpayments (failures to properly perform) on this account be returned to my client and I also request that someone reach out to myself or my client in order to submit a Limited Power of Attorney in order to give AgTexas Farm Credit Services the legal ability to do special indorsements on behalf of my client. I can help write this POA. Please have someone contact me if absolutely any assistance is required. Then my client would like credit cards or other additional loans that can be indorsed properly - please call me (agent) to discuss.

What I would also like to clarify is that all interest generated on these securities for these accounts are all now payable to AgTexas Farm Credit Services in an effort to establish equal consideration on this account in order to continue an equitable contract between my client and AgTexas Farm Credit Services. All previous interest generated on these accounts is also payable to AgTexas Farm Credit Services. My client would like to clean up this misunderstanding with honor and move forward.

These orders, being a check by legal definition, constitute tender of payment as per UCC 3-603 and a failure to accept this payment will cause a default on this account on behalf of AgTexas Farm Credit Services. If AgTexas Farm Credit Services decides to default on this payment, my client may pursue litigation for breach of contract as well as purloined securities.

Because the collateral securities have already been exchanged for Federal Reserve Notes (legal tender) and deposited into the credit account, this document, itself, is legally a check for US dollars (see definition of US dollars above in definitions section).

My client wants to clean up this account and begin to properly perform on the account (properly make PAYMENT, as per the proper legal definition).

My client feels that their responsibility to understand their own role as the holder/person entitled to enforce the instruments has been lacking and they have taken quite a bit of time and I have personally trained them to understand how to properly perform on this account. My client is now the person entitled to enforce these instruments pursuant to UCC 3-301.

Due to this letter being so explicit and specific (and because of the holidays), in order to stay in honor, please respond to either myself or my client within 45 days of the receipt of this check. If these orders are not responded to within 45 days of the receipt of these orders, this account will be construed to be in default on behalf of AgTexas Farm Credit Services. If there is no coherent and relevant response to this novation and orders/payment, these orders will constitute a “notice of dishonor” as per 3-503. Any additional notice, which may or not be sent, may be done through “oral, written, or electronic communication” in accordance with UCC 3-503(b). That notice may be delivered as part of litigation due process.

Now that my client has rescinded and clarified the original indorsement on the promissory notes, all collateral interest on absolutely anything outside of the original promissory notes themselves are hereby canceled entirely. There is no longer any security interest in any of my client’s assets, businesses, etc.

Due to there being massive criminal fraud associated with these notes, all waivers of lawsuit or waivers of a jury trial are hereby canceled. All arbitration clauses are hereby void. As far as I’m concerned, these collateral securities were purloined as per 18 USC 1348, 18 USC 1956 and 18 USC 2314. Also, there was a MASSIVE breach of fiduciary duties pursuant to 12 USC 504 (I will inform the authorities regarding this as these fines are deposited into the Treasury). I think it would be very easy to have a full jury’s agreement with this, if we need to go in that direction to achieve a settlement.

Absolutely any communication that states that this is not a “check,” not a “payment,” this will “not be accepted,” or any other entirely ridiculous and illogical response will be retained as “evidence of dishonor” as per UCC 3-505 and will be used in any litigation efforts. Please respond in a coherent and at least somewhat linear fashion, in accordance with UCC Article 3.

If there is no response within 45 days, I will be informing my client that I recommend Federal litigation on this matter.

Thank you very much. You may call me, text me, email me or mail to me at the contact information at the top of this check. If there is absolutely any confusion or difficulty with processing these orders (check), please do not hesitate to call me, text me or contact me in absolutely any way.

Yours truly,

/s/ Brandon Joe Williams, agent

Brandon Joe Williams, attorney-in-fact  
On behalf of principal: Henrik Hauschmidt (who is an agent of HENRIK HAUSCHILDT)